

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

In re:

**FITNESS RESOURCE, INC.,**

**Case No. 11-16630-BFK  
(Chapter 11)**

Debtor.

**CONSENT ORDER REGARDING DEBTOR'S MOTION TO  
APPROVE REJECTION OF UNEXPIRED LEASE  
(21031 Tripleseven Road, Sterling, VA)**

The Debtor filed a motion [Docket No. 6] seeking to reject various leases held by the Debtor. One of those leases was the lease (the "Sterling Lease") with Route Triple Seven LP, as landlord ("Landlord"), for premises located at 21031 Tripleseven Road, Sterling, VA 20165 (the "Leased Premises"). As evidenced by the endorsements below of counsel for the Debtor and the Landlord, the parties have consented to the entry of this Consent Order to resolve the Debtor's motion and any opposition of the Landlord with respect to the Leased Premises.

The Court finds that rejection of the Sterling Lease in accordance with the terms stated herein is in the best interests of the Debtor, its estate, its creditors, and other parties in interest, and that proper and adequate notice of the motion has been given under the circumstances and no other or further notice is necessary. It is therefore

ORDERED that:

1. The Debtor's motion, as it relates to the Sterling Lease, is granted, subject to the terms of this Consent Order.
2. The Sterling Lease is rejected as of the date of entry of this Consent Order.
3. The Debtor is authorized, and shall forthwith, deliver full and exclusive possession of the Leased Premises to the Landlord. Any property remaining upon the Leased

Premises upon delivery of possession shall be deemed abandoned by the Debtor, and the Landlord is authorized to dispose of any such property in its sole and absolute discretion.

4. The Landlord is authorized to deduct from the security deposit any prepetition rent remaining unpaid as of the commencement of this case and any postpetition rent for the period from the date of commencement of this case through the later of (i) the date of entry of this Consent Order, or (ii) the date possession is delivered to the Landlord. Any portion of the security deposit remaining after deducting such amounts shall be retained by the Landlord as security for any claim of the Landlord herein, subject to final determination by this Court as to the allowance of such claim, including, without limitation, Landlord's rejection claim.
5. Any claim of the Landlord relating to rejection of the Sterling Lease shall be filed by the later of (i) the deadline established in this case for filing proofs of claim, or (ii) 30 days after the later of (a) of entry of this Consent Order, or (b) delivery of possession of the Leased Premises to the Landlord.
6. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Consent Order.
7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon entry.
8. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Dated: \_\_\_\_\_  
Alexandria, Virginia

\_\_\_\_\_  
**BRIAN F. KENNEY**  
Judge, U. S. Bankruptcy Court

Entered on Docket: \_\_\_\_\_

We ask for this:

\_\_\_\_\_  
/s/ Kermit A. Rosenberg  
Kermit A. Rosenberg  
Butzel Long Tighe Patton, PLLC  
1747 Pennsylvania Avenue, N.W., Suite 300  
Washington, D.C. 20006-4604  
Virginia State Bar No. 14975  
Telephone: 202.454.2800  
Proposed Counsel for Fitness Resource, Inc.

Seen and agreed:

\_\_\_\_\_  
/s/ Donald F. King  
Donald F. King (VSB No. 23125)  
Counsel for Landlord  
Odin Feldman & Pittleman PC  
9302 Lee Highway, Suite 1100  
Fairfax, VA 22031  
Direct: 703-218-2116  
Fax: 703-218-2160  
Email: [donking@ofplaw.com](mailto:donking@ofplaw.com)

#### **CERTIFICATE OF ENDORSEMENT**

I hereby certify under Local Rule 9022-1 that the foregoing proposed Order has been endorsed by and/or served upon all necessary parties.

\_\_\_\_\_  
/s/ Kermit A. Rosenberg  
KERMIT A. ROSENBERG

Copies to:

Kermit A. Rosenberg, Esquire  
Donald F. King, Esquire